

In re:
Barry Allen Evans
Karolyn Mae Evans
Debtors

Case No. 19-15235-pmm
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-4
Date Rcvd: Sep 27, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2021:

Recip ID	Recipient Name and Address
db/jdb	Barry Allen Evans, Karolyn Mae Evans, 1641 N 17th St, Allentown, PA 18104-9775

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2021 at the address(es) listed below:

Name	Email Address
JAMES RANDOLPH WOOD	on behalf of Creditor South Whitehall Township and South Whitehall Township Authority jwood@portnoffonline.com jwood@ecf.inforruptcy.com
LYNN E. FELDMAN	on behalf of Debtor Barry Allen Evans feldmanfiling@rcn.com
LYNN E. FELDMAN	on behalf of Joint Debtor Karolyn Mae Evans feldmanfiling@rcn.com
REBECCA ANN SOLARZ	on behalf of Creditor M&T Bank bkgroup@kmlawgroup.com
ROLANDO RAMOS-CARDONA	on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ecfmail@readingch13.com
SCOTT F. WATERMAN (Chapter 13)	ECFMail@ReadingCh13.com
Scott F Waterman	on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com

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United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 8

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Barry Allen Evans Karolyn Mae Evans		CHAPTER 13
	<u>Debtor(s)</u>	
M&T Bank		NO. 19-15235 PMM
	<u>Movant</u>	
vs.		
Barry Allen Evans Karolyn Mae Evans		11 U.S.C. Section 362
	<u>Debtor(s)</u>	
Scott Waterman		
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,639.81**, which breaks down as follows:

Post-Petition Payments:	July 2021 through September 2021 at \$1,547.43/month
Suspense Balance:	(\$2.48)
Total Post-Petition Arrears	\$4,639.81

2. The Debtor(s) shall cure said arrearages in the following manner:

a) On or before September 30, 2021, Debtor(s) shall tender a down payment of **\$4,639.81**.

b) Beginning on October 1, 2021, maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.


Date: September 9, 2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 9/15/21

Lynn E. Feldman
Lynn E. Feldman Esq.
Attorney for Debtor(s)

Date: 9/23/2021



Scott F. Waterman Esq.
Chapter 13 Trustee

Approved by the Court this ___ day of _____, 2021. However, the court retains discretion regarding entry of any further order.

Date: September 27, 2021



Bankruptcy Judge